

SET 2 OF 2

**RYE SELECT BROAD MARKET PRIME FUND, L.P.**

**LIMITED PARTNERSHIP AGREEMENT**

**LIMITED PARTNER SIGNATURE PAGE**

By its signature below, the undersigned hereby agrees that effective as of the date of its admission to Rye Select Broad Market Prime Fund, L.P. as a Limited Partner it shall (i) be bound by each and every term and provision of the Limited Partnership Agreement of Rye Select Broad Market Prime Fund, L.P., as the same may be duly amended from time to time in accordance with the provisions thereof, and (ii) become and be a party to said Limited Partnership Agreement of Rye Select Broad Market Prime Fund, L.P..

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Representative capacity, if any)

\_\_\_\_\_  
Date

ACKNOWLEDGMENT

State of )  
ss.:  
County of )

On this \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared \_\_\_\_\_, as a trustee of The 2001 Frederick DeMatteis Revocable Trst on behalf of such trusts who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to or who executed the foregoing instrument in his/her personal or authorized capacity, and who duly acknowledged to me that execution of the same is his/her own free act and deed and made with appropriate authority.

My Commission Expires: \_\_\_\_\_

Notary Public

*\* in its capacity as manager of the DeMatteis FLP Asset LLC.*  
Notary: Please complete state, county, date and names of all persons signing and affix notarial seal

For Partnership Use Only

Do not write below this point

Pursuant to the Partnership Agreement, the subscription is hereby accepted in the amount set forth below and the Investor is hereby admitted as a Limited Partner as of \_\_\_\_\_.

Rye Select Broad Market Prime Fund, L.P.  
Subscription Amount \$ \_\_\_\_\_

Accepted

By: Tremont Partners, Inc.  
General Partner

By: \_\_\_\_\_  
Name:  
Title:

EXHIBIT A

Employee Benefit Plans

To: Tremont Partners, Inc. (the "General Partner")

Re: Letter of Independent Investment Powers  
Rye Select Broad Market Prime Fund, L.P.

I (or we as applicable) certify that the individual or individuals named below are the trustees of, the named fiduciaries of or the investment managers of the \_\_\_\_\_ (the "Plan"). The undersigned have sole and absolute discretion to make investment decisions on behalf of the Plan and assume full responsibility for such investment decisions.

The Plan has not given discretionary authority or control respecting the management of the Plan to the General Partner or any of their agents. None of the General Partner or any of its agents are fiduciaries as to the Plan, nor do they exercise any authority or control respecting management or disposition of the Plan assets.

The responsibility and authority for investment decisions, including the decision to enter into the Subscription Agreement is solely that of the undersigned. I represent that I have made the decision only after receiving and reviewing the Memorandum, that the decision to enter into this investment is freely and independently made by me and that I accept full fiduciary responsibility with respect thereto. All fiduciaries are to sign and date below.

---

I/we certify that I/we are authorized to execute this letter of Independent Investment Powers on behalf of the Plan indicated above.

Name of Fiduciary \_\_\_\_\_

Capacity \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT B**

**to be Executed by IRA Beneficiary**

**To: Tremont Partners, Inc. (the "General Partner")**

**Re: Letter of Independent Investment Powers  
Rye Select Broad Market Prime Fund, L.P.**

I certify that the individual named below is the sole beneficiary of the IRA custodied at \_\_\_\_\_ (the "IRA"), which is making an investment in the Partnership. The undersigned has sole and absolute discretion to make investment decisions on behalf of the IRA and assumes full responsibility for such investment decisions.

The IRA Beneficiary has not given discretionary authority or control respecting the management of the IRA to the General Partner or any of its agents. None of the General Partner or any of its agents are fiduciaries as to the IRA, nor do they exercise any authority or control respecting management or disposition of the IRA assets.

The responsibility and authority for investment decisions, including the decision to enter into the Subscription Agreement for Interests of the Partnership is solely that of the undersigned. I represent that I have made the decision only after receiving and reviewing the Memorandum, that the decision to enter into such investment is freely and independently made by me and that I accept full fiduciary responsibility with respect thereto.

Name of IRA Beneficiary \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

EXHIBIT C

FORM OF INCUMBENCY CERTIFICATE

The undersigned, being the \_\_\_\_\_ (*Insert Title*) of \_\_\_\_\_ (*Insert Name of Entity*),  
a \_\_\_\_\_ (*Insert Type of Entity*) organized under the laws of \_\_\_\_\_  
(*Insert Jurisdiction of Organization*) (the "Company"), does hereby certify on behalf of the Company that  
the persons named below are directors and/or officers of the Company and that the signature at the right  
of said name, respectively, is the genuine signature of said person and that the persons listed below are  
each an authorized signatory for the Company.

| <u>Name</u> | <u>Title</u> | <u>Signature</u> |
|-------------|--------------|------------------|
| _____       | _____        | _____            |
| _____       | _____        | _____            |
| _____       | _____        | _____            |

IN WITNESS WHEREOF, the undersigned has hereunto set his hand as of the \_\_\_\_ day of  
\_\_\_\_\_, 200\_\_

\_\_\_\_\_  
Name: *Print Name of Signatory #1*  
Title: *Print Title of Signatory #1*

THE UNDERSIGNED, \_\_\_\_\_ (*Insert Name of Signatory #2*), a duly authorized  
\_\_\_\_\_ (*Insert Title*) of the Company, does hereby certify that \_\_\_\_\_ (*Insert Name*  
*of Signatory #1*) is a duly authorized Officer of \_\_\_\_\_ (*Insert Name of Company*) and that  
the signature set forth above is [his][her] true and correct signature.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the \_\_\_\_ day of  
\_\_\_\_\_, 200\_\_

\_\_\_\_\_  
Name: *Print Name of Signatory #2*  
Title: *Print Title of Signatory #2*

EXHIBIT D

By Using this Form, the Undersigned Represents that it is  
Located in a FATF Member Jurisdiction

AML CERTIFICATION FORM FOR FUND OF FUNDS OR ENTITIES  
THAT INVEST ON BEHALF OF THIRD PARTIES

The undersigned, being the \_\_\_\_\_ (Insert Title) of  
\_\_\_\_\_ (Insert Name of Entity), a \_\_\_\_\_ (Insert Type of Entity) organized under the laws of  
\_\_\_\_\_ (Insert Jurisdiction of Organization) (the "Investor"), does hereby certify that it is aware of  
the requirements of the USA PATRIOT Act of 2001, the regulations administered by the U.S. Department  
of Treasury's Office of Foreign Assets Control, and other applicable U.S. federal, state or non-U.S. anti-  
money laundering laws and regulations (collectively, the "anti-money laundering/OFAC laws"). As an  
entity regulated by \_\_\_\_\_ (Insert Appropriate Regulatory Agency) in the \_\_\_\_\_ (Insert  
Jurisdiction) (a FATF member jurisdiction) the Investor has/have anti-money laundering policies and  
procedures in place reasonably designed to verify the identity of its [beneficial holders] [underlying  
investors] and, to the extent required, their sources of funds. ~~Such policies and procedures are properly~~  
enforced by the Investor.

After due inquiry, the Investor hereby represents to Rye Select Broad Market Prime Fund, L.P.  
that, to the best of its knowledge, the Investor's [beneficial holders(s)] [underlying investor(s)] are not  
individuals, entities or countries that are identified on the list maintained by the U.S. Office of Foreign  
Assets Control.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

\* The list may be found at <http://www.ustreas.gov/offices/enforcement/ofac/sdn/tl1sdn.pdf>.

EXHIBIT E

FORM LETTER OF REFERENCE

[LETTERHEAD OF LOCAL OFFICE OF FATF MEMBER  
BANKING INSTITUTION OR BROKERAGE FIRM]

Rye Select Broad Market Prime Fund, L.P.  
c/o Tremont Partners, Inc.  
555 Theodore Fremd Avenue  
Rye, New York 10580  
Attention: Harry Hodges

To Whom It May Concern:

I, \_\_\_\_\_ (Name), the \_\_\_\_\_ (Title) of \_\_\_\_\_ (Name of Institution),  
do hereby certify that \_\_\_\_\_ (Name of Investor) has maintained an account at  
our institution for \_\_\_\_\_ (Insert Period) years and, during this period, nothing has  
occurred that would give our institution cause to be concerned regarding the integrity of  
\_\_\_\_\_ (Name of Investor).

Do not hesitate to contact me at \_\_\_\_\_ (914.925.1140) if you have  
any further questions.

Very truly yours,

\_\_\_\_\_  
Name:  
Title:

### BENEFICIAL OWNERSHIP INFORMATION

Instructions: Please complete and return this EXHIBIT F and provide the name of every person who is directly, or indirectly through intermediaries, the beneficial owner of 25% or more of any voting or non-voting class of equity interests of the Investor. If the intermediary's shareholders or partners are not individuals, continue up the chain of ownership listing their 25% or more equity interest holders until individuals are listed. If there are no 25% beneficial owners, please write none.

| Full Name | If Shareholder is an Individual,<br>Insert Name and Address of<br>Principal Employer and Position | Citizenship<br>(for Individuals) or<br>Principal Place of<br>Business (for Entities) |
|-----------|---|--|
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### TRUST OWNERSHIP INFORMATION

Instructions: Please complete and return this EXHIBIT G and provide the name of: i) every current beneficiary that has, directly or indirectly, an interest of 25% or more in the trust; ii) every person who contributed assets to the trust (settlor or grantors); and iii) every trustee. If there are intermediaries that are not individuals, continue up the chain of ownership listing their 25% or more equity interest holders until individuals are listed.

| Full Name and Address | Status<br>(Beneficiary/<br>Settlor/Trustee) | Citizenship<br>(for Individuals) or<br>Principal Place of<br>Business (for Entities) |
|-----------------------|---|--|
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## EXHIBIT H

### PRIVACY NOTICE

At Tremont Partners, Inc. (the "General Partner"), we recognize the importance of protecting the privacy of the Limited Partners of the Rye Select Broad Market Prime Fund, L.P. (the "Partnership"). The General Partner and the Partnership have policies to maintain the confidentiality and security of the Limited Partners' information. The following is designed to help you understand what information we collect from you and how we use that information to serve your account.

#### Categories Of Information We May Collect

In the normal course of business, we may collect the following types of information:

- Information you provide in the subscription documents and other forms (including name, address, social security number, date of birth, income and other financial-related information).
- Data about your transactions with us (such as the types of investments you have made and your account status).

#### How We Use Your Information That We Collect

Any and all nonpublic personal information received by the Partnership and/or the General Partner with respect to the Limited Partners who are natural persons, including the information provided to the Partnership by a Limited Partner in the subscription documents, is not shared with nonaffiliated third parties which are not service providers to the Partnership and/or the General Partner without prior notice to, and consent of, such Limited Partners, unless otherwise required by law. In the normal course of business, we may disclose the kinds of nonpublic personal information listed above to nonaffiliated third party service providers involved in servicing and administering products and services on our behalf. The Partnership's service providers include, but are not limited to, the Administrator, the Accountant, the auditors and the legal advisors of the Partnership. Additionally, the Partnership and/or the General Partner may disclose such nonpublic personal information as required by law (such as to respond to a subpoena or a request from a regulator and/or to prevent fraud). Without limiting the foregoing, the Partnership and/or the General Partner may disclose nonpublic personal information about you to governmental entities and others in connection with meeting its obligations to prevent money laundering. In addition, if the Partnership chooses to dispose of any Limited Partner's nonpublic personal information that the Partnership is not legally bound to maintain, then the Partnership will do so in a manner that reasonably protects such information from unauthorized access. The same privacy policy also applies to former Limited Partners who are natural persons.

#### Confidentiality and Security

We restrict access to nonpublic personal information about our customers to those employees and agents who need to know that information in order to provide products and services to Limited Partners. We maintain physical, electronic and procedural safeguards to protect your nonpublic personal information.

For questions about this privacy policy, please contact the General Partner.

DeMatteis FLP Assets LLC

Mailing Address (if different from above)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please send confirmation of a subscription for an interest, a copy of this Subscription Agreement and any other communications (including distribution, if any, and withdrawal proceeds checks) to (initial one):

✓ N.D.  
(Initial)

residence or principal business address above;

\_\_\_\_\_  
(Initial) mailing address above.

Special instructions regarding communication:

Please "cc" all emails to Ronald L. Gallatin  
RonGallatin@aol.com

#### AUTHORIZATION OF AGENT(S):

Set forth below are the names of persons authorized by the Investor to give and receive instructions between the Partnership and the Investor, together with their respective signatures. Such persons are the only persons so authorized until further notice to the Partnership signed by one or more of such persons. \*

(Please attach additional pages if needed)

Name

Nancy DeMatteis, Trustee  
Donald M. Schaeffer, Trustee  
Stanley Sink, Trustee  
Ronald L. Gallatin, Trustee

Signature

Nancy DeMatteis  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* The Investor, an LLC, acts by its Manager. The 2001 Frederick DeMatteis Revocable Trust, Such Manager can act by (i) a majority of the four Trustees, or (ii) by any two of the "Independent Trustees." The four Trustees are Nancy DeMatteis, Donald M. Schaeffer, Stanley Sink and Ronald L. Gallatin. Donald M. Schaeffer, Stanley Sink and Ronald L. Gallatin are the "Independent Trustees."

## II. ELIGIBILITY REPRESENTATIONS OF THE INVESTOR

(A) General:

*Initial one and complete blanks*

The Investor hereby warrants and represents that:

✓ 7. D  
(Initial)

- (1) If the Investor is an employee benefit plan, an endowment, a foundation, a corporation, partnership, trust or other legal entity, it is:

- organized under the laws of: New York
- has its principal place of business in: New York

OR

(Initial)

- (2) If the Investor is an individual or if beneficial ownership of the Investor is held by an individual (for example, an Individual Retirement Account or Keogh Plan), such individual is of legal age and is a:

- citizen of: \_\_\_\_\_
- resident of: \_\_\_\_\_
- approximate net worth of the Investor: \_\_\_\_\_

(B) Accredited Investor Status:

Initial all appropriate spaces on the following pages indicating the basis upon which the Investor qualifies as an accredited investor under Regulation D.

~~For Individual Investors Only~~

(Initial)

- (1) The investor hereby certifies that he/she is an accredited investor because he/she has an individual net worth, or with his/her spouse has a joint net worth, in excess of \$1,000,000. *For purposes of this questionnaire, "net worth" means the excess of total assets at fair market value, including home, home furnishings and automobiles, over total liabilities.*

(Initial)

- (2) The Investor hereby certifies that he/she is an accredited investor because he/she has individual income (exclusive of any income attributable to his/her spouse) of more than \$200,000 in each of the past two years, or joint income with his/her spouse in excess of \$300,000 in each of those years, and such investor reasonably expects to reach the same income level in the current year.

(Initial)

- (3) The Investor hereby certifies that he/she is an accredited investor because he/she is a director, executive officer or general partner of the Partnership, or any director, executive officer or general partner of a general partner of the Partnership.

*For Corporations, Foundations, Endowments, Partnerships, Limited Liability Companies, Limited Partnerships or Limited Liability Partnerships*

✓ h.D.  
(Initial)

- (4) The Investor hereby certifies that it is an accredited investor because it has total assets in excess of \$5,000,000 and was not formed for the specific purpose of acquiring the securities offered.

            
(Initial)

- (5) The Investor hereby certifies that it is an accredited investor because all of its equity owners are accredited investors. *The General Partner, in its sole discretion, may request information regarding the basis on which such equity owners are accredited.*

*For Employee Benefit Plans (Please complete Exhibit A attached hereto)*

            
(Initial)

- (6) The Investor hereby certifies that it is an accredited investor because it is an employee benefit plan within the meaning of the United States Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and the decision to invest in the Partnership was made by a plan fiduciary (as defined in Section 3(21) of ERISA), which is either a bank, savings and loan association, insurance company or registered investment adviser. The name of such plan fiduciary is:

            
(Initial)

- (7) The Investor hereby certifies that it is an accredited investor because it is an employee benefit plan within the meaning of ERISA and has total assets in excess of \$5,000,000.

            
(Initial)

- (8) ~~The Investor hereby certifies that it is an accredited investor because it is a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, and has total assets in excess of \$5,000,000~~

*For Individual Retirement Accounts (Please complete Exhibit B attached hereto), Self-Directed Benefit Plans and Keogh Plans (Please complete Exhibit A attached hereto)*

            
(Initial)

- (9) The Investor hereby certifies that it is an accredited investor because it is a self-directed plan (i.e., a tax-qualified defined contribution plan in which a participant may exercise control over the investment of assets credited to his or her account) in which all persons directing the investment in the Partnership are accredited investors because each participant has a net worth of at least \$1,000,000 or has had an individual income of at least \$200,000 (or a joint income with spouse of at least \$300,000) in each of the last two years. *The General Partner, in its sole discretion, may request information regarding the basis on which such participants are accredited.*

Total number of participants of the plan directing an investment in the Partnership           

*For Not-for-Profit Entities (Including Endowments, Private Foundations and Charities)*

            
(Initial)

- (10) The Investor hereby certifies that it is an accredited investor because it is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, was not formed for the specific purpose of acquiring the securities offered.

(C) Qualified Purchaser Status:

*Initial all appropriate spaces on the following pages indicating the basis upon which the Investor qualifies as a qualified purchaser under the Company Act.*

**For Individual Investors Only**

(1) The Investor hereby certifies that he/she is a qualified purchaser because he/she owns not less than \$5,000,000 in investments<sup>1</sup>, including any investments held jointly, in community property or other similarly shared ownership interest with his/her spouse, including the amount of his/her investment held in an individual retirement account or similar account and the investments of which are directed by and held for his/her benefit<sup>2</sup>.

**For IRA or Self-Directed Pension Plan**

(2) The Investor hereby certifies that it is a qualified purchaser because it is an IRA or a self-directed pension plan and the individual who established the IRA or the individual who established the IRA or the individual responsible for directing the investment of assets in the Partnership is an individual who owns not less than \$5,000,000 in investments.

**For "Family" Corporations, "Family" Trusts, "Family" Partnerships, "Family" Limited Liability Companies, "Family" Foundations or "Family" Endowments**

(3) The Investor hereby certifies that it is a qualified purchaser because it was not formed for the specific purpose of investing in the Partnership, owns not less than \$5,000,000 in investments and is (i) owned directly or indirectly by or for two or more natural persons who are related as siblings or spouse (including former spouses), or direct lineal descendants by birth or adoption, spouses or such persons, and the estates of such persons, or (ii) a foundation, charitable organization or trust established by or for the benefit of such persons in (i) above.

OR

The Investor hereby certifies that it is a qualified purchaser because each beneficial

<sup>1</sup> The term "investments" shall mean any or all (1) securities (as defined in Securities Act), except for securities of issuers controlled by the Investor ("Control Securities") unless (A) the issuer of the Control Securities is itself a registered or private investment company or is excepted from the definition of investment company by Rule 3a-6 or Rule 3a-7 under the Company Act, (B) the Control Securities represent securities of an issuer that files reports pursuant to Section 13 or 15(d) of the United States Securities Exchange Act of 1934, (C) the issuer of the Control Securities has a class of securities listed on a designated offshore securities market under Regulation S under the Securities Act or (D) the issuer of the Control Securities is a private company with shareholders' equity not less than \$50 million determined in accordance with generally accepted accounting principles, as reflected in the company's most recent financial statements (provided such financial statements were issued within 16 months of the date of the Investor's purchase of Interests); (2) futures contracts or options thereon held for investment purposes; (3) physical commodities held for investment purposes; (4) swaps and other similar financial contracts entered into for investment purposes; (5) real estate held for investment purposes; and (6) cash and cash equivalents held for investment purposes.

<sup>2</sup> In determining whether spouses who are making a joint investment are qualified purchasers, there may be included in the amount of each spouse's investments any investments owned by the other spouse (whether or not such investments are held jointly).

The Investor hereby certifies that is a qualified purchaser because each beneficial owner of the Investor's securities is a qualified purchaser.

**Plus, For all Investors Other Than Individuals**

✓ ND  
(Initial)

(9) The Investor is not an entity that is excepted from the definition of an "investment company" under the Company Act pursuant to Section 3(c)(1) or Section 3(c)(7); or

            
(Initial)

(10) The Investor is a 3(c)(1) or 3(c)(7) Company and does not have any direct "beneficial owners" that have held an interest in the Investor from on or before April 30, 1996 (a "Pre-April 30 Holder"); or

            
(Initial)

(11) The Investor is a 3(c)(1) or 3(c)(7) Company and has obtained consent to its treatment as a qualified purchaser from all of its Pre-April 30 Holders.

If the Investor is described in Item (3) or (4), the Investor may initial Item (12) instead of Item (11)

            
(Initial)

(12) The Investor is a 3(c)(1) or 3(c)(7) Company and has obtained consent to its treatment as a qualified purchaser from all of its directors, general partners or trustees.

If the Investor has initialed Item (10) or Item (11), the Investor must also respond to Item (13)

✓ ND  
(Initial)

(13) No direct or indirect beneficial owner of the Investor is itself a 3(c)(1) or 3(c)(7) company which controls, is controlled by, or is under common control with the Investor.

---

If the Investor cannot initial Item (13) because it has a control relationship with a beneficial owner and is itself a 3(c)(1)/3(c)(7) Company, the Investor may be required to obtain consent from the security holders of such owners

Note: In determining whether the \$5 million or \$25 million thresholds are met, investments can be valued at cost or market value as of a recent date provided that in the case of Commodity Interests, the amount of Investments shall be the value of the initial margin or option premium deposited in connection with such Commodity Interests and in each case, if investments have been acquired with indebtedness, the amount of indebtedness must be deducted in determining whether the threshold has been met.

**(D) Foreign/Non-Foreign Status:**

*For U.S. Individuals*

            
(Initial)

(1) The Investor hereby certifies that it is not a non-resident alien for purposes of income taxation (as such term is defined in the Internal Revenue Code of 1986, as amended, and Income Tax Regulations).

*For U.S. Entities*

✓ JD  
(Initial)

- (2) The Investor hereby certifies that is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code of 1986, as amended, and Income Tax Regulations).

*For Foreign Individuals or Entities*

- (Initial) (3) The Investor certifies that it is a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code of 1986, as amended, and Income Tax Regulations).

(E) **Benefit Plans Investor Status:**

*Please initial the following certifications as appropriate:*

- (Initial) (1) The Investor, an affiliate of the Investor, or the person or entity for which the Investor is acting is not a "benefit plan investor" as defined in 29 C.F.R. 2510.3-101(f)(2) (the "Plan Asset Regulation"). For purposes of illustration, "benefit plan investors" are pension plans, profit-sharing plans, or other "employee benefit plans" as defined in ERISA, regardless of whether the plans are subject to ERISA, and plans defined in Section 4975 of the Internal Revenue Code of 1986. "Benefit plan investors" also include simplified employee pension plans, KEOGH plans, individual retirement accounts, health insurance plans, life insurance plans, church or other charitable plans, governmental plans, and foreign plans. "Benefit plan investors" also include entities deemed under Department of Labor regulations to hold "plan assets" due to investments made in the entity by employee benefit plans and other such plans.

If the Investor is an entity, the Investor certifies that less than 25% of the value of each class of equity interests in the Investor (excluding any equity interests held by an individual or entity with discretionary authority or control over the equity interests of the Investor) is held by "benefit plan investors."

Or

- (Initial) (2) The Investor, an affiliate of the Investor, or the person or entity for which the Investor is acting is a "benefit plan investor" as defined in the Plan Asset Regulation.

If the Investor is a "benefit plan investor," please indicate whether the Investor is a plan defined in Section 4975 of the Internal Revenue Code of 1986 (e.g., an individual retirement account, Coverdell account, etc.):

                      
Yes

                      
No



\_\_\_\_\_  
(Initial)

(3) The Investor is a life insurance company. Please indicate the relative percentages of the Investor's interest in the Interest being acquired with the assets of the Investor's general account and separate accounts:

\_\_\_\_\_ % is being acquired with the assets of the general account

\_\_\_\_\_ % is being acquired with the assets of one or more separate accounts

(4) If the Investor indicated in question (3) above that general account assets are being used to acquire the Investor's interest in the Interests, please complete the following:

\_\_\_\_\_ % of such general account assets used to acquire Interests represent "plan assets" within the meaning of the Plan Asset Regulation

\_\_\_\_\_  
(Initial)

(5) The Investor is a person who has discretionary authority or control<sup>1</sup> with respect to the assets of the Partnership or provides investment advice to the Partnership for a fee, direct or indirect, with respect to such assets or any affiliate of any such person\* (a "Controlling Person").

The Investor understands and agrees that the information supplied above will be utilized to determine whether benefit plan investors own less than 25% of the value of the Interests, as determined under the Plan Asset Regulation, both upon the original issuance of Interests and upon subsequent transfer of Interests.

\_\_\_\_\_  
(G) General - For All Investors:

*J. P.*  
(Initial)

The Investor hereby agrees that if any of the information in this Item II changes, the Investor will notify the General Partner within 10 days thereof. The Investor understands that the information contained in this Item II may be disclosed to the Internal Revenue Service by the Partnership and that any false statement contained in this Item II could be punished by fine, imprisonment or both.

### III. REPRESENTATIONS AND COVENANTS OF THE INVESTOR

(A) The Investor agrees that it will not sell or otherwise transfer the Interest without registration under the Securities Act or an exemption therefrom, and fully understands and agrees that it must bear the economic risk of its investment for an indefinite period of time (subject to limited rights of withdrawal provided in the Partnership Agreement) because, among other reasons, the Interest has not been registered under the Securities Act or under the securities laws of certain states and, therefore, cannot be resold, pledged, assigned or otherwise disposed of unless it is subsequently registered under the Securities Act and under applicable securities laws of such states or an exemption from such registration is available. The Investor acknowledges

<sup>1</sup> For purposes of this question, "control" means, with respect to a person other than an individual, the power to exercise a controlling influence over the management or policies of such person

\* For purposes of this question, "affiliate of a person" includes any person, directly or indirectly, through one or more intermediaries, controlling controlled by, or under common control with the person

SET 1 OF 2

IN WITNESS WHEREOF, the Investor has executed this Subscription Agreement as of the date set forth below under penalties of perjury.

Date: \_\_\_\_\_

*For Individual Investors:*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Please Type Name)

*For Investors other than Individuals:*

DeMatteis FLP Assets LLC,  
By: The 2001 Frederick DeMatteis Revocable Trust, Man.  
(Please Type or Print Name of Investor)

By: Nancy DeMatteis  
Signature

Nancy DeMatteis  
(Please Type or Print Name of Signatory)

Title: Trustee

*Name of Trustees or Other Fiduciaries Exercising Investment  
Discretion with Respect to Benefit Plan or Trust*

*Signature*

*Printed Name*

*Title*

The undersigned, being the custodian of the above named individual retirement account, hereby accepts and agrees to this subscription.

By: \_\_\_\_\_  
Signature of Authorized Signatory

\_\_\_\_\_  
Name of Custodian (Print)

\_\_\_\_\_  
Name of Authorized Signatory (Print)

SET 1 OF 2

RYE SELECT BROAD MARKET PRIME FUND, L.P.

LIMITED PARTNERSHIP AGREEMENT

LIMITED PARTNER SIGNATURE PAGE

By its signature below, the undersigned hereby agrees that effective as of the date of its admission to Rye Select Broad Market Prime Fund, L.P. as a Limited Partner it shall (i) be bound by each and every term and provision of the Limited Partnership Agreement of Rye Select Broad Market Prime Fund, L.P., as the same may be duly amended from time to time in accordance with the provisions thereof, and (ii) become and be a party to said Limited Partnership Agreement of Rye Select Broad Market Prime Fund, L.P..

DeMatteis FLP Assets LLC,  
By: The 2001 Frederick DeMatteis Revocable Trust, Manager  
(Type or Print Name)

By: Frederick DeMatteis  
(Signature)


Trustee  
(Representative capacity, if any)

Date

Mailing Address (if different from above)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please send confirmation of a subscription for an interest, a copy of this Subscription Agreement and any other communications (including distribution, if any, and withdrawal proceeds checks) to (initial one):

  
(Initial)

residence or principal business address above;

\_\_\_\_\_  
(Initial)

mailing address above.

Special instructions regarding communication:

Please "cc" all emails to Ronald L. Gallatin  
RonGallatin@aol.com

#### AUTHORIZATION OF AGENT(S):

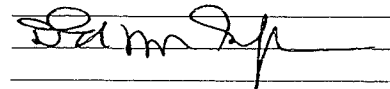
Set forth below are the names of persons authorized by the Investor to give and receive instructions between the Partnership and the Investor, together with their respective signatures. Such persons are the only persons so authorized until further notice to the Partnership signed by one or more of such persons. \*

(Please attach additional pages if needed)

Name

Nancy DeMatteis, Trustee  
Donald M. Schaeffer, Trustee  
Stanley Sink, Trustee  
Ronald L. Gallatin, Trustee

Signature

  
\_\_\_\_\_  
\_\_\_\_\_

\* The Investor, an LLC, acts by its Manager, The 2001 Frederick DeMatteis Revocable Trust, Such Manager can act by (i) a majority of the four Trustees, or (ii) by any two of the "Independent Trustees." The four Trustees are Nancy DeMatteis, Donald M. Schaeffer, Stanley Sink and Ronald L. Gallatin. Donald M. Schaeffer, Stanley Sink and Ronald L. Gallatin are the "Independent Trustees."

## II. ELIGIBILITY REPRESENTATIONS OF THE INVESTOR

### (A) General:

*Initial one and complete blanks*

The Investor hereby warrants and represents that:

✓   
(Initial)

- (1) If the Investor is an employee benefit plan, an endowment, a foundation, a corporation, partnership, trust or other legal entity, it is:

- organized under the laws of: New York
- has its principal place of business in: New York

OR

\_\_\_\_\_  
(Initial)

- (2) If the Investor is an individual or if beneficial ownership of the Investor is held by an individual (for example, an Individual Retirement Account or Keogh Plan), such individual is of legal age and is a:

- citizen of: \_\_\_\_\_
- resident of: \_\_\_\_\_
- approximate net worth of the Investor: \_\_\_\_\_

### (B) Accredited Investor Status:

*Initial all appropriate spaces on the following pages indicating the basis upon which the Investor qualifies as an accredited investor under Regulation D.*

*For Individual Investors Only*

\_\_\_\_\_  
(Initial)

- (1) The Investor hereby certifies that he/she is an accredited investor because he/she has an individual net worth, or with his/her spouse has a joint net worth, in excess of \$1,000,000. *For purposes of this questionnaire, "net worth" means the excess of total assets at fair market value, including home, home furnishings and automobiles, over total liabilities.*

\_\_\_\_\_  
(Initial)

- (2) The Investor hereby certifies that he/she is an accredited investor because he/she has individual income (exclusive of any income attributable to his/her spouse) of more than \$200,000 in each of the past two years, or joint income with his/her spouse in excess of \$300,000 in each of those years, and such investor reasonably expects to reach the same income level in the current year.

\_\_\_\_\_  
(Initial)

- (3) The Investor hereby certifies that he/she is an accredited investor because he/she is a director, executive officer or general partner of the Partnership, or any director, executive officer or general partner of a general partner of the Partnership.

*For Corporations, Foundations, Endowments, Partnerships, Limited Liability Companies, Limited Partnerships or Limited Liability Partnerships*

  
(Initial)

- (4) The Investor hereby certifies that it is an accredited investor because it has total assets in excess of \$5,000,000 and was not formed for the specific purpose of acquiring the securities offered.

\_\_\_\_\_  
(Initial)

- (5) The Investor hereby certifies that it is an accredited investor because all of its equity owners are accredited investors. *The General Partner, in its sole discretion, may request information regarding the basis on which such equity owners are accredited.*

*For Employee Benefit Plans (Please complete Exhibit A attached hereto)*

\_\_\_\_\_  
(Initial)

- (6) The Investor hereby certifies that it is an accredited investor because it is an employee benefit plan within the meaning of the United States Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and the decision to invest in the Partnership was made by a plan fiduciary (as defined in Section 3(21) of ERISA), which is either a bank, savings and loan association, insurance company or registered investment adviser. The name of such plan fiduciary is:

\_\_\_\_\_  
(Initial)

- (7) The Investor hereby certifies that it is an accredited investor because it is an employee benefit plan within the meaning of ERISA and has total assets in excess of \$5,000,000.

\_\_\_\_\_  
(Initial)

- (8) The Investor hereby certifies that it is an accredited investor because it is a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, and has total assets in excess of \$5,000,000.

*For Individual Retirement Accounts (Please complete Exhibit B attached hereto), Self-Directed Benefit Plans and Keogh Plans (Please complete Exhibit A attached hereto)*

\_\_\_\_\_  
(Initial)

- (9) The Investor hereby certifies that it is an accredited investor because it is a self-directed plan (i.e., a tax-qualified defined contribution plan in which a participant may exercise control over the investment of assets credited to his or her account) in which all persons directing the investment in the Partnership are accredited investors because each participant has a net worth of at least \$1,000,000 or has had an individual income of at least \$200,000 (or a joint income with spouse of at least \$300,000) in each of the last two years. *The General Partner, in its sole discretion, may request information regarding the basis on which such participants are accredited.*

Total number of participants of the plan directing an investment in the Partnership: \_\_\_\_\_

*For Not-for-Profit Entities (Including Endowments, Private Foundations and Charities)*

\_\_\_\_\_  
(Initial)

- (10) The Investor hereby certifies that it is an accredited investor because it is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, was not formed for the specific purpose of acquiring the securities offered.

[790969-1]

(C) **Qualified Purchaser Status:**

*Initial all appropriate spaces on the following pages indicating the basis upon which the Investor qualifies as a qualified purchaser under the Company Act.*


**For Individual Investors Only**

\_\_\_\_\_  
(Initial) (1) The Investor hereby certifies that he/she is a qualified purchaser because he/she owns not less than \$5,000,000 in investments<sup>1</sup>, including any investments held jointly, in community property or other similarly shared ownership interest with his/her spouse, including the amount of his/her investment held in an individual retirement account or similar account and the investments of which are directed by and held for his/her benefit<sup>2</sup>.

**For IRA or Self-Directed Pension Plan**

\_\_\_\_\_  
(Initial) (2) The Investor hereby certifies that it is a qualified purchaser because it is an IRA or a self-directed pension plan and the individual who established the IRA or the individual who established the IRA or the individual responsible for directing the investment of assets in the Partnership is an individual who owns not less than \$5,000,000 in investments.

**For "Family" Corporations, "Family" Trusts, "Family" Partnerships, "Family" Limited Liability Companies, "Family" Foundations or "Family" Endowments**

✓   
(Initial) (3) The Investor hereby certifies that it is a qualified purchaser because it was not formed for the specific purpose of investing in the Partnership, owns not less than \$5,000,000 in investments and is (i) owned directly or indirectly by or for two or more natural persons who are related as siblings or spouse (including former spouses), or direct lineal descendants by birth or adoption, spouses or such persons, and the estates of such persons, or (ii) a foundation, charitable organization or trust established by or for the benefit of such persons in (i) above.

OR

The Investor hereby certifies that it is a qualified purchaser because each beneficial

<sup>1</sup> The term "investments" shall mean any or all (1) securities (as defined in Securities Act), except for securities of issuers controlled by the Investor ("Control Securities") unless (A) the issuer of the Control Securities is itself a registered or private investment company or is excepted from the definition of investment company by Rule 3a-6 or Rule 3a-7 under the Company Act, (B) the Control Securities represent securities of an issuer that files reports pursuant to Section 13 or 15(d) of the United States Securities Exchange Act of 1934, (C) the issuer of the Control Securities has a class of securities listed on a designated offshore securities market under Regulation S under the Securities Act or (D) the issuer of the Control Securities is a private company with shareholders' equity not less than \$50 million determined in accordance with generally accepted accounting principles, as reflected in the company's most recent financial statements (provided such financial statements were issued within 16 months of the date of the Investor's purchase of interests); (2) futures contracts or options thereon held for investment purposes; (3) physical commodities held for investment purposes; (4) swaps and other similar financial contracts entered into for investment purposes; (5) real estate held for investment purposes; and (6) cash and cash equivalents held for investment purposes.

<sup>2</sup> In determining whether spouses who are making a joint investment are qualified purchasers, there may be included in the amount of each spouse's investments any investments owned by the other spouse (whether or not such investments are held jointly).

The Investor hereby certifies that is a qualified purchaser because each beneficial owner of the Investor's securities is a qualified purchaser.

**Plus, For all Investors Other Than Individuals**

✓   
(Initial)

(9) The Investor is not an entity that is excepted from the definition of an "investment company" under the Company Act pursuant to Section 3(c)(1) or Section 3(c)(7); or

\_\_\_\_\_  
(Initial)

(10) The Investor is a 3(c)(1) or 3(c)(7) Company and does not have any direct "beneficial owners" that have held an interest in the Investor from on or before April 30, 1996 (a "Pre-April 30 Holder"); or

\_\_\_\_\_  
(Initial)

(11) The Investor is a 3(c)(1) or 3(c)(7) Company and has obtained consent to its treatment as a qualified purchaser from all of its Pre-April 30 Holders.

If the Investor is described in Item (3) or (4), the Investor may initial Item (12) instead of Item (11)

\_\_\_\_\_  
(Initial)

(12) The Investor is a 3(c)(1) or 3(c)(7) Company and has obtained consent to its treatment as a qualified purchaser from all of its directors, general partners or trustees.

If the Investor has initialed Item (10) or Item (11), the Investor must also respond to Item (13)

✓   
(Initial)

(13) No direct or indirect beneficial owner of the Investor is itself a 3(c)(1) or 3(c)(7) company which controls, is controlled by, or is under common control with the Investor.

---

If the Investor cannot initial Item (13) because it has a control relationship with a beneficial owner and is itself a 3(c)(1)/3(c)(7) Company, the Investor may be required to obtain consent from the security holders of such owners

Note: In determining whether the \$5 million or \$25 million thresholds are met, investments can be valued at cost or market value as of a recent date provided that in the case of Commodity Interests, the amount of Investments shall be the value of the initial margin or option premium deposited in connection with such Commodity Interests and in each case, if investments have been acquired with indebtedness, the amount of indebtedness must be deducted in determining whether the threshold has been met.

**(D) Foreign/Non-Foreign Status:**

*For U.S. Individuals*

\_\_\_\_\_  
(Initial)

(1) The Investor hereby certifies that it is not a non-resident alien for purposes of income taxation (as such term is defined in the Internal Revenue Code of 1986, as amended, and Income Tax Regulations).



*For U.S. Entities*

  
(Initial)

- (2) The Investor hereby certifies that is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code of 1986, as amended, and Income Tax Regulations).

*For Foreign Individuals or Entities*

\_\_\_\_\_  
(Initial)

- (3) The Investor certifies that it is a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code of 1986, as amended, and Income Tax Regulations).

(E) Benefit Plans Investor Status:

*Please initial the following certifications as appropriate:*

\_\_\_\_\_  
(Initial)

- (1) The Investor, an affiliate of the Investor, or the person or entity for which the Investor is acting is not a "benefit plan investor" as defined in 29 C.F.R. 2510.3-101(f)(2) (the "Plan Asset Regulation"). For purposes of illustration, "benefit plan investors" are pension plans, profit-sharing plans, or other "employee benefit plans" as defined in ERISA, regardless of whether the plans are subject to ERISA, and plans defined in Section 4975 of the Internal Revenue Code of 1986. "Benefit plan investors" also include simplified employee pension plans, KEOGH plans, individual retirement accounts, health insurance plans, life insurance plans, church or other charitable plans, governmental plans, and foreign plans. "Benefit plan investors" also include entities deemed under Department of Labor regulations to hold "plan assets" due to investments made in the entity by employee benefit plans and other such plans

---

If the Investor is an entity, the Investor certifies that less than 25% of the value of each class of equity interests in the Investor (excluding any equity interests held by an individual or entity with discretionary authority or control over the equity interests of the Investor) is held by "benefit plan investors."

Or

\_\_\_\_\_  
(Initial)

- (2) The Investor, an affiliate of the Investor, or the person or entity for which the Investor is acting is a "benefit plan investor" as defined in the Plan Asset Regulation.

If the Investor is a "benefit plan investor," please indicate whether the Investor is a plan defined in Section 4975 of the Internal Revenue Code of 1986 (e.g., an individual retirement account, Coverdell account, etc.):

\_\_\_\_\_  
Yes

\_\_\_\_\_  
No

\_\_\_\_\_  
(Initial)

(3) The Investor is a life insurance company. Please indicate the relative percentages of the Investor's interest in the Interest being acquired with the assets of the Investor's general account and separate accounts:

\_\_\_\_\_ % is being acquired with the assets of the general account

\_\_\_\_\_ % is being acquired with the assets of one or more separate accounts

(4) If the Investor indicated in question (3) above that general account assets are being used to acquire the Investor's interest in the Interests, please complete the following:

\_\_\_\_\_ % of such general account assets used to acquire Interests represent "plan assets" within the meaning of the Plan Asset Regulation

\_\_\_\_\_  
(Initial)

(5) The Investor is a person who has discretionary authority or control<sup>1</sup> with respect to the assets of the Partnership or provides investment advice to the Partnership for a fee, direct or indirect, with respect to such assets or any affiliate of any such person<sup>2</sup> (a "Controlling Person").

The Investor understands and agrees that the information supplied above will be utilized to determine whether benefit plan investors own less than 25% of the value of the Interests, as determined under the Plan Asset Regulation, both upon the original issuance of Interests and upon subsequent transfer of Interests.

\_\_\_\_\_  
(C) General For All Investors.

\_\_\_\_\_  
(Initial)

The Investor hereby agrees that if any of the information in this Item II changes, the Investor will notify the General Partner within 10 days thereof. The Investor understands that the information contained in this Item II may be disclosed to the Internal Revenue Service by the Partnership and that any false statement contained in this Item II could be punished by fine, imprisonment or both.

### III. REPRESENTATIONS AND COVENANTS OF THE INVESTOR

(A) The Investor agrees that it will not sell or otherwise transfer the Interest without registration under the Securities Act or an exemption therefrom, and fully understands and agrees that it must bear the economic risk of its investment for an indefinite period of time (subject to limited rights of withdrawal provided in the Partnership Agreement) because, among other reasons, the Interest has not been registered under the Securities Act or under the securities laws of certain states and, therefore, cannot be resold, pledged, assigned or otherwise disposed of unless it is subsequently registered under the Securities Act and under applicable securities laws of such states or an exemption from such registration is available. The Investor acknowledges

<sup>1</sup> For purposes of this question, "control" means, with respect to a person other than an individual, the power to exercise a controlling influence over the management or policies of such person.

<sup>2</sup> For purposes of this question, "affiliate of a person" includes any person, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the person.

SET 1 OF 2

IN WITNESS WHEREOF, the Investor has executed this Subscription Agreement as of the date set forth below under penalties of perjury.

Date: \_\_\_\_\_

*For Individual Investors:*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Please Type Name)

*For Investors other than Individuals:*

DeMatters FLP Assets LLC,  
By: The 2001 Frederick DeMatters Revocable Trust, Man  
(Please Type or Print Name of Investor)

By:   
Signature

Donald M. Schaeffer  
(Please Type or Print Name of Signatory)

Title: Trustee

*Name of Trustees or Other Fiduciaries Exercising Investment  
Discretion with Respect to Benefit Plan or Trust*

*Signature*

*Printed Name*

*Title*

The undersigned, being the custodian of the above named individual retirement account, hereby accepts and agrees to this subscription.

By: \_\_\_\_\_  
Signature of Authorized Signatory

\_\_\_\_\_  
Name of Custodian (Print)

\_\_\_\_\_  
Name of Authorized Signatory (Print)

SET 1 OF 2

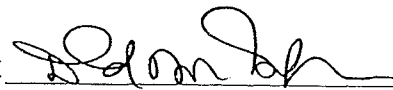
RYE SELECT BROAD MARKET PRIME FUND, L.P.

LIMITED PARTNERSHIP AGREEMENT

LIMITED PARTNER SIGNATURE PAGE

By its signature below, the undersigned hereby agrees that effective as of the date of its admission to Rye Select Broad Market Prime Fund, L.P. as a Limited Partner it shall (i) be bound by each and every term and provision of the Limited Partnership Agreement of Rye Select Broad Market Prime Fund, L.P., as the same may be duly amended from time to time in accordance with the provisions thereof, and (ii) become and be a party to said Limited Partnership Agreement of Rye Select Broad Market Prime Fund, L.P..

DeMatteis FLP Assets LLC,  
By: The 2001 Frederick DeMatteis Revocable Trust, Manager  
(Type or Print Name)

By:   
(Signature)

Trustee  
(Representative capacity, if any)

Date

ACKNOWLEDGMENT

State of NEW YORK  
ss.:  
County of NASSAU

On this 12<sup>th</sup> day of DECEMBER, 2006, before me personally appeared DONALD M. SCHAEFFER as a trustee of The 2001 Frederick DeMatteis Revocable Trust on behalf of such trust who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to or who executed the foregoing instrument in his/her personal or authorized capacity, and who duly acknowledged to me that execution of the same is his/her own free act and deed and made with appropriate authority.

My Commission Expires JANET M. MEULE  
NOTARY PUBLIC, State of New York  
No. 01ME5071007  
Qualified in Nassau County  
Commission Expires January 6, 2007

Janet M. Meule  
Notary Public

\* in its capacity as manager of the DeMatteis FLP Asset LLC.

Notary: Please complete state, county, date and names of all persons signing and affix notarial seal.

For Partnership Use Only

Do not write below this point

~~Pursuant to the Partnership Agreement, the subscription is hereby accepted in the amount set forth below and the Investor is hereby admitted as a Limited Partner as of \_\_\_\_\_.~~

Rye Select Broad Market Prime Fund, L.P.  
Subscription Amount \$ \_\_\_\_\_

Accepted

By: Tremont Partners, Inc.  
General Partner

By: \_\_\_\_\_  
Name:  
Title:

Mailing Address (if different from above)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please send confirmation of a subscription for an interest, a copy of this Subscription Agreement and any other communications (including distribution, if any, and withdrawal proceeds checks) to (initial one):

✓ RG  
(Initial)

residence or principal business address above;

\_\_\_\_\_  
(Initial)

mailing address above.

Special instructions regarding communication:

Please "cc" all emails to Ronald L. Gallatin  
ron.gallatin@aol.com

#### AUTHORIZATION OF AGENT(S):

Set forth below are the names of persons authorized by the Investor to give and receive instructions between the Partnership and the Investor, together with their respective signatures. Such persons are the only persons so authorized until further notice to the Partnership signed by one or more of such persons. \*

(Please attach additional pages if needed)

Name

Signature

Nancy DeMatteis, Trustee  
Donald M. Schaeffer, Trustee  
Stanley Sinko, Trustee  
Ronald L. Gallatin, Trustee

\_\_\_\_\_  
\_\_\_\_\_  
Ronald L. Gallatin

\* The Investor, an LLC, acts by its Manager. The 2001 Frederick DeMatteis Revocable Trust, Such Manager can act by (i) a majority of the four Trustees, or (ii) by any two of the "Independent Trustees." The four Trustees are Nancy DeMatteis, Donald M. Schaeffer, Stanley Sinko and Ronald L. Gallatin. Donald M. Schaeffer, Stanley Sinko and Ronald L. Gallatin are the "Independent Trustees."



*For Corporations, Foundations, Endowments, Partnerships, Limited Liability Companies, Limited Partnerships or Limited Liability Partnerships*

- ✓ BBS  
(Initial)
- (4) The Investor hereby certifies that it is an accredited investor because it has total assets in excess of \$5,000,000 and was not formed for the specific purpose of acquiring the securities offered.
- (Initial)
- (5) The Investor hereby certifies that it is an accredited investor because all of its equity owners are accredited investors. *The General Partner, in its sole discretion, may request information regarding the basis on which such equity owners are accredited.*

*For Employee Benefit Plans (Please complete Exhibit A attached hereto)*

- (Initial)
- (6) The Investor hereby certifies that it is an accredited investor because it is an employee benefit plan within the meaning of the United States Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and the decision to invest in the Partnership was made by a plan fiduciary (as defined in Section 3(21) of ERISA), which is either a bank, savings and loan association, insurance company or registered investment adviser. The name of such plan fiduciary is:
- \_\_\_\_\_

- (Initial)
- (7) The Investor hereby certifies that it is an accredited investor because it is an employee benefit plan within the meaning of ERISA and has total assets in excess of \$5,000,000.

- (Initial)
- (8) ~~The Investor hereby certifies that it is an accredited investor because it is a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, and has total assets in excess of \$5,000,000.~~

*For Individual Retirement Accounts (Please complete Exhibit B attached hereto), Self-Directed Benefit Plans and Keogh Plans (Please complete Exhibit A attached hereto)*

- (Initial)
- (9) The Investor hereby certifies that it is an accredited investor because it is a self-directed plan (i.e., a tax-qualified defined contribution plan in which a participant may exercise control over the investment of assets credited to his or her account) in which all persons directing the investment in the Partnership are accredited investors because each participant has a net worth of at least \$1,000,000 or has had an individual income of at least \$200,000 (or a joint income with spouse of at least \$300,000) in each of the last two years. *The General Partner, in its sole discretion, may request information regarding the basis on which such participants are accredited.*

Total number of participants of the plan directing an investment in the Partnership: \_\_\_\_\_

*For Not-for-Profit Entities (Including Endowments, Private Foundations and Charities)*

- (Initial)
- (10) The Investor hereby certifies that it is an accredited investor because it is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, was not formed for the specific purpose of acquiring the securities offered.



(C) **Qualified Purchaser Status:**

*Initial all appropriate spaces on the following pages indicating the basis upon which the Investor qualifies as a qualified purchaser under the Company Act.*

**For Individual Investors Only**

                     (1) The Investor hereby certifies that he/she is a qualified purchaser because he/she owns  
(Initial) not less than \$5,000,000 in investments<sup>1</sup>, including any investments held jointly, in community property or other similarly shared ownership interest with his/her spouse, including the amount of his/her investment held in an individual retirement account or similar account and the investments of which are directed by and held for his/her benefit<sup>2</sup>.

**For IRA or Self-Directed Pension Plan**

                     (2) The Investor hereby certifies that it is a qualified purchaser because it is an IRA or a  
(Initial) self-directed pension plan and the individual who established the IRA or the individual who established the IRA or the individual responsible for directing the investment of assets in the Partnership is an individual who owns not less than \$5,000,000 in investments.

**For "Family" Corporations, "Family" Trusts, "Family" Partnerships, "Family" Limited Liability Companies, "Family" Foundations or "Family" Endowments**

✓ BB (3) The Investor hereby certifies that it is a qualified purchaser because it was not formed  
(Initial) for the specific purpose of investing in the Partnership, owns not less than \$5,000,000 in investments and is (i) owned directly or indirectly by or for two or more natural persons who are related as siblings or spouse (including former spouses), or direct lineal descendants by birth or adoption, spouses or such persons, and the estates of such persons, or (ii) a foundation, charitable organization or trust established by or for the benefit of such persons in (i) above.

OR

The Investor hereby certifies that it is a qualified purchaser because each beneficial

<sup>1</sup> The term "investments" shall mean any or all (1) securities (as defined in Securities Act), except for securities of issuers controlled by the Investor ("Control Securities") unless (A) the issuer of the Control Securities is itself a registered or private investment company or is excepted from the definition of investment company by Rule 3a-6 or Rule 3a-7 under the Company Act, (B) the Control Securities represent securities of an issuer that files reports pursuant to Section 13 or 15(d) of the United States Securities Exchange Act of 1934, (C) the issuer of the Control Securities has a class of securities listed on a designated offshore securities market under Regulation S under the Securities Act or (D) the issuer of the Control Securities is a private company with shareholders' equity not less than \$50 million determined in accordance with generally accepted accounting principles, as reflected in the company's most recent financial statements (provided such financial statements were issued within 16 months of the date of the Investor's purchase of Interests); (2) futures contracts or options thereon held for investment purposes; (3) physical commodities held for investment purposes; (4) swaps and other similar financial contracts entered into for investment purposes; (5) real estate held for investment purposes; and (6) cash and cash equivalents held for investment purposes.

<sup>2</sup> In determining whether spouses who are making a joint investment are qualified purchasers, there may be included in the amount of each spouse's investments any investments owned by the other spouse (whether or not such investments are held jointly)

The Investor hereby certifies that is a qualified purchaser because each beneficial owner of the Investor's securities is a qualified purchaser.

**Plus, For all Investors Other Than Individuals**

- ✓ RB9  
(Initial)
- (9) The Investor is not an entity that is excepted from the definition of an "investment company" under the Company Act pursuant to Section 3(c)(1) or Section 3(c)(7); or
- (Initial)
- (10) The Investor is a 3(c)(1) or 3(c)(7) Company and does not have any direct "beneficial owners" that have held an interest in the Investor from on or before April 30, 1996 (a "Pre-April 30 Holder"); or
- (Initial)
- (11) The Investor is a 3(c)(1) or 3(c)(7) Company and has obtained consent to its treatment as a qualified purchaser from all of its Pre-April 30 Holders.
- If the Investor is described in Item (3) or (4), the Investor may initial Item (12) instead of Item (11)
- (Initial)
- (12) The Investor is a 3(c)(1) or 3(c)(7) Company and has obtained consent to its treatment as a qualified purchaser from all of its directors, general partners or trustees.
- If the Investor has initialed Item (10) or Item (11), the Investor must also respond to Item (13)
- ✓ RB9  
(Initial)
- (13) No direct or indirect beneficial owner of the Investor is itself a 3(c)(1) or 3(c)(7) company which controls, is controlled by, or is under common control with the Investor.

If the Investor cannot initial Item (13) because it has a control relationship with a beneficial owner and is itself a 3(c)(1)/3(c)(7) Company, the Investor may be required to obtain consent from the security holders of such owners.

Note: In determining whether the \$5 million or \$25 million thresholds are met, investments can be valued at cost or market value as of a recent date provided that in the case of Commodity Interests, the amount of Investments shall be the value of the initial margin or option premium deposited in connection with such Commodity Interests and in each case, if investments have been acquired with indebtedness, the amount of indebtedness must be deducted in determining whether the threshold has been met.

**(D) Foreign/Non-Foreign Status:**

*For U.S. Individuals*

- (Initial)
- (1) The Investor hereby certifies that it is not a non-resident alien for purposes of income taxation (as such term is defined in the Internal Revenue Code of 1986, as amended, and Income Tax Regulations).

*For U.S. Entities*

✓ FOI  
(Initial)

- (2) The Investor hereby certifies that is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code of 1986, as amended, and Income Tax Regulations).

*For Foreign Individuals or Entities*

            
(Initial)

- (3) The Investor certifies that it is a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code of 1986, as amended, and Income Tax Regulations).

(E) **Benefit Plans Investor Status:**

*Please initial the following certifications as appropriate:*

            
(Initial)

- (1) The Investor, an affiliate of the Investor, or the person or entity for which the Investor is acting is not a "benefit plan investor" as defined in 29 C.F.R. 2510.3-101(f)(2) (the "Plan Asset Regulation"). For purposes of illustration, "benefit plan investors" are pension plans, profit-sharing plans, or other "employee benefit plans" as defined in ERISA, regardless of whether the plans are subject to ERISA, and plans defined in Section 4975 of the Internal Revenue Code of 1986. "Benefit plan investors" also include simplified employee pension plans, KEOGH plans, individual retirement accounts, health insurance plans, life insurance plans, church or other charitable plans, governmental plans, and foreign plans. "Benefit plan investors" also include entities deemed under Department of Labor regulations to hold "plan assets" due to investments made in the entity by employee benefit plans and other such plans.

If the Investor is an entity, the Investor certifies that less than 25% of the value of each class of equity interests in the Investor (excluding any equity interests held by an individual or entity with discretionary authority or control over the equity interests of the Investor) is held by "benefit plan investors."

Or

            
(Initial)

- (2) The Investor, an affiliate of the Investor, or the person or entity for which the investor is acting is a "benefit plan investor" as defined in the Plan Asset Regulation.

If the Investor is a "benefit plan investor," please indicate whether the Investor is a plan defined in Section 4975 of the Internal Revenue Code of 1986 (e.g., an individual retirement account, Coverdell account, etc.):

            
Yes

            
No

\_\_\_\_\_  
(Initial)

(3) The Investor is a life insurance company. Please indicate the relative percentages of the Investor's interest in the Interest being acquired with the assets of the Investor's general account and separate accounts:

\_\_\_\_\_ % is being acquired with the assets of the general account

\_\_\_\_\_ % is being acquired with the assets of one or more separate accounts

(4) If the Investor indicated in question (3) above that general account assets are being used to acquire the Investor's interest in the Interests, please complete the following:

\_\_\_\_\_ % of such general account assets used to acquire Interests represent "plan assets" within the meaning of the Plan Asset Regulation

\_\_\_\_\_  
(Initial)

(5) The Investor is a person who has discretionary authority or control<sup>1</sup> with respect to the assets of the Partnership or provides investment advice to the Partnership for a fee, direct or indirect, with respect to such assets or any affiliate of any such person<sup>2</sup> (a "Controlling Person").

The Investor understands and agrees that the information supplied above will be utilized to determine whether benefit plan investors own less than 25% of the value of the Interests, as determined under the Plan Asset Regulation, both upon the original issuance of Interests and upon subsequent transfer of Interests.

(G) General - For All Investors:

✓ PS  
(Initial)

The Investor hereby agrees that if any of the information in this Item II changes, the Investor will notify the General Partner within 10 days thereof. The Investor understands that the information contained in this Item II may be disclosed to the Internal Revenue Service by the Partnership and that any false statement contained in this Item II could be punished by fine, imprisonment or both.

### III. REPRESENTATIONS AND COVENANTS OF THE INVESTOR

(A) The Investor agrees that it will not sell or otherwise transfer the Interest without registration under the Securities Act or an exemption therefrom, and fully understands and agrees that it must bear the economic risk of its investment for an indefinite period of time (subject to limited rights of withdrawal provided in the Partnership Agreement) because, among other reasons, the Interest has not been registered under the Securities Act or under the securities laws of certain states and, therefore, cannot be resold, pledged, assigned or otherwise disposed of unless it is subsequently registered under the Securities Act and under applicable securities laws of such states or an exemption from such registration is available. The Investor acknowledges

<sup>1</sup> For purposes of this question, "control" means, with respect to a person other than an individual, the power to exercise a controlling influence over the management or policies of such person.

<sup>2</sup> For purposes of this question, "affiliate of a person" includes any person, directly or indirectly, through one or more intermediaries, controlling controlled by, or under common control with the person.

SET 1 OF 2

IN WITNESS WHEREOF, the Investor has executed this Subscription Agreement as of the date set forth below under penalties of perjury.

Date: \_\_\_\_\_

*For Individual Investors:*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Please Type Name)

*For Investors other than Individuals:*

DeMatters FLP Assets LLC,  
By: The 2001 Frederick DeMatters Revocable Trust, Man  
(Please Type or Print Name of Investor)

By: Pomast S. [Signature]  
Signature

\_\_\_\_\_  
(Please Type or Print Name of Signatory)

Title: Trustee

*Name of Trustees or Other Fiduciaries Exercising Investment  
Discretion with Respect to Benefit Plan or Trust*

Signature Printed Name Title

The undersigned, being the custodian of the above named individual retirement account, hereby accepts and agrees to this subscription.

By: \_\_\_\_\_  
Signature of Authorized Signatory

\_\_\_\_\_  
Name of Custodian (Print)

\_\_\_\_\_  
Name of Authorized Signatory (Print)

SET 1 OF 2

**RYE SELECT BROAD MARKET PRIME FUND, L.P.**

**LIMITED PARTNERSHIP AGREEMENT**

**LIMITED PARTNER SIGNATURE PAGE**

By its signature below, the undersigned hereby agrees that effective as of the date of its admission to Rye Select Broad Market Prime Fund, L.P. as a Limited Partner it shall (i) be bound by each and every term and provision of the Limited Partnership Agreement of Rye Select Broad Market Prime Fund, L.P., as the same may be duly amended from time to time in accordance with the provisions thereof, and (ii) become and be a party to said Limited Partnership Agreement of Rye Select Broad Market Prime Fund, L.P..

DeMatteis FLP Assets LLC,  
By: The 2001 Frederick DeMatteis Revocable Trust, Manager  
(Type or Print Name)

By:   
(Signature)

Trustee  
(Representative capacity, if any.)

Date

ACKNOWLEDGMENT

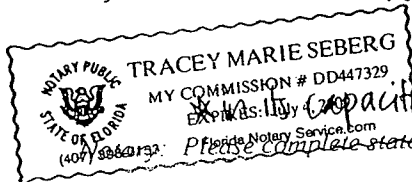
State of Florida  
ss.:

County of Palm Beach

On this 26 day of December, 2006, before me personally appeared Ronald Gallatin, as a trustee of The 2001 Frederick Dematteis Revocable Trust on behalf of such trust who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to or who executed the foregoing instrument in his/her personal or authorized capacity, and who duly acknowledged to me that execution of the same is his/her own free act and deed and made with appropriate authority.

My Commission Expires: July 4, 2009

Tracey Marie Seberg  
Notary Public



in its capacity as manager of the Dematteis FLP Asset LLC.  
Please complete state, county, date and names of all persons signing and affix notarial seal.

For Partnership Use Only

Do not write below this point

Pursuant to the Partnership Agreement, the subscription is hereby accepted in the amount set forth below and the Investor is hereby admitted as a Limited Partner as of \_\_\_\_\_.

Rye Select Broad Market Prime Fund, L.P.  
Subscription Amount \$ \_\_\_\_\_

Accepted

By: Tremont Partners, Inc.  
General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_